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ABSTRACT

The collective bargaining agreement between the Rhode Island Board of Governors and the University of Rhode Island Chapter of the American Association of University Professors covering the period of 1987-1990 is presented. The university is defined as the administration of the University of Rhode Island, including the president and other administrative officers and excluding individuals included in the bargaining unit as defined under Article I, Recognition. Items covered in the agreement are: recognition; management rights; non-discrimination clause; the university manual; consultation with president and commissioner; membership lists; academic freedom; selection of deans; department chairpersons; selection and appointment of faculty members; workload; salaries; fringe benefits; the annual review; promotion process; non-renewal; statement of principles of tenure; eligibility for tenure; tenure process; leaves; outside consultation; retrenchment; grievance procedure; dues deduction; alteration of agreement; no strikes or lockouts; savings clause; and termination of agreement. The appendices focus on salaries (1987-88; 1988-98; 1989-90); letters of agreement, Minima/Maxima; chairperson's supplements; summer session; definition and coverage of limited full-time faculty; and teaching assignments in the college of continuing education. (SM)

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AGREEMENT

BETWEEN

RHODE ISLAND BOARD OF GOVERNORS

AND

UNIVERSITY OF RHODE ISLAND CHAPTER

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

1987-1990

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AGREEMENT

In this Agreement entered into this 1st day of July, 1987, by and between the State Board of Governors hereinafter referred to as the Board and the University of Rhode Island Chapter of the American Association of University Professors, referred to hereinafter as the Association, the parties hereby agree as follows:

DEFINITIONS

1. "University" shall be defined as the Administration of the University of Rhode Island, including the President and other administrative officers, and excluding individuals included in the bargaining unit as defined under Article I Recognition.

2. "Bargaining Unit" shall be defined as those who are specified in the certification(s) issued by the Rhode Island State Labor Relations Board.

3. "Commissioner" shall be defined as the Commissioner or Acting Commissioner of Education for the State of Rhode Island.

4. "President" shall be defined as the chief executive officer or acting chief executive officer of the University.

5. "Association" shall be defined as the University of Rhode Island Chapter of the American Association of University Professors.

6. "Continuing appointment" shall be defined as assignment to an ongoing faculty position; such assignment shall normally assume annual renewal.

7. "Faculty" as used in this Agreement means a member of the bargaining unit as defined in the Recognition Clause, Article I.

8. Part-time faculty shall be defined as any individual who has been appointed on a continuing basis for at least 50% of time as designated in his/her letter of appointment.

9. "Tenured faculty" shall be defined as those faculty who have been awarded academic tenure.

10. The term "Temporary Appointment" refers to persons who are assigned to temporary vacancies resulting from the absence of faculty on continuing appointment because of sickness, exchange of professorships, approved leaves, emergency personal situations, and emergency personnel situations such as temporary or unforeseeable enrollment fluctuations or late resignations of faculty.

11. "Terms and conditions" contained herein shall apply to all full-time and continuing members. Terms and conditions contained herein shall apply to part-time faculty where so specified.

12. "Limited Full-Time Faculty." Faculty who hold full-time appointments which exceed or are expected to exceed one year in duration and are supported by non-general revenue funds. The initial appointment form shall indicate this status under "remarks."

ARTICLE I
RECOGNITION

1.1 The Board hereby recognizes the URI Chapter of AAUP as the exclusive bargaining representative for all faculty presently or hereafter employed by the University in the bargaining unit set forth in the certification issued by the Rhode Island State Labor Relations Board and dated December 21, 1971 for -

> "Full-time and continuing part-time teaching and research faculty and limited full-time faculty which exceed or are expected to exceed one year in duration and are supported by non-general revenue funds including full-time Extension faculty with the rank of professor, associate professor, assistant professor, instructor, or lecturer including librarians with faculty status and department chairs, but excluding the president, vice presidents, assistant vice presidents, deans, associate deans, assistant deans, adjunct non-continuing part-time, temporary, visiting or clinical faculty, faculty equivalent appointees, faculty in the following positions: Director of the Engineering Instrument Shop, Assistant Director of Athletics, Director of Audio-Visual Services Center, Coordinator of Student Personnel Services, Director of the Adult Daytime Degree Program, Director of the Academic Computer Center, Legal Counsel to the President, University Librarian and University Archivist, Director of the Counseling Center, Associate Director of Cooperative Extension Service, Director, International Center for Marine Resource Development, Director, Bureau of Government Research, Assistant Vice President for Academic Affairs, Director of Intercollegiate Athletics; research associates, research assistants, graduate assistants, teaching assistants, coaches, special assistants and special instructors."

ARTICLE II
MANAGEMENT RIGHTS

2.1 The Association recognizes that the Board, the Commissioner of Education and the Administration of the University, have responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the University to the full extent authorized by law.

2.2 The academic year shall begin one (1) week before registration starts and end on Commencement Day.

2.3 Faculty members are expected to attend all general faculty meetings called by the Dean or President and department meetings called by their department chairperson.

ARTICLE III
NON-DISCRIMINATION CLAUSE

3.1 The Board and the Association agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, political affiliation or beliefs, color, national origin, sex, physical handicap or age; nor will there be discrimination in respect to hiring and retention or any condition of employment because of membership in or activities on behalf of the Association.

3.2 The Association shall not discriminate against, interfere with, restrain, nor coerce an employee from exercising the right not to join the Association and shall not discriminate against any faculty member in the administration of this Agreement because of non-membership in the Association.

3.3 The Association accepts its responsibility as exclusive representative and agrees to represent all faculty members in the bargaining unit without discrimination.

3.4 The Administration and the Association shall adhere to federal and state laws and regulations as they apply to Affirmative Action.

ARTICLE IV
THE UNIVERSITY MANUAL

4.1 When items in the University Manual are in conflict with this Agreement, this Agreement shall take precedence. If no conflict exists, then the University Manual remains in force. The University Manual is not subject to the grievance or arbitration procedure.

ARTICLE V
CONSULTATION WITH PRESIDENT AND COMMISSIONER

5.1 The President or his/her designee shall meet with representatives of the Association, and representatives of the Association shall meet with the President or his/her designee once each semester for the purpose of discussing proper subjects of collective negotiations that may arise during the life of this Agreement or subsequent Agreements and to discuss those matters necessary to the implementation of this Agreement which are local in nature, provided each party gives fifteen (15) days written notice to the other party advising of a date and time for meeting and provided each party submits a written agenda no less than five (5) days before the scheduled date of the meeting.

5.2 The Commissioner or his/her designee shall meet with representatives of the Association, and representatives of the Association shall meet with the Commissioner or his/her designee once each semester for the purpose of discussing proper subjects of collective negotiations that may arise during the life of this Agreement or subsequent Agreements and to discuss those matters necessary to the implementation of this Agreement, provided each party gives fifteen (15) days written notice to the other party (including a copy to the President) advising of a date and time for meeting and provided each party submits a written agenda no less than five (5) days before the scheduled date of the meeting.

5.3 Nothing contained herein shall prevent the Association from consulting with the Commissioner and the President at times other than those set forth above, if matters of mutual concern arise of an urgent or emergency nature.

ARTICLE VI
MEMBERSHIP LISTS

6.1 The University shall provide the union, no later than October 15 and February 15 of each year, a resume, the starting salary and rank for each new faculty appointment within the unit. The University shall provide the union with a list of faculty termina-

tions within the unit no later than October 15 and February 15 of each year.

ARTICLE VII
ACADEMIC FREEDOM

7.1 Faith in the fundamental importance of freedom forms a major theme in the history, government and tradition of the State of Rhode Island and Providence Plantations and of the United States of America. Freedom is also recognized on practical grounds as vital to the scholar in his search for and dissemination of truth. Although academic freedom is not written into law, it is well established in custom and grounded in traditions of long standing in the colleges and universities of the Western world, protecting professional scholars and teachers from interference with their obligation to pursue the truth. Though it is a specific kind of freedom peculiar to members of the teaching profession in higher education, its benefits ultimately accrue as much to the public at large as to the scholars themselves. In fact, the present age of accelerating change emphasizes that education must stress development of the capacity for critical thought, a capacity that can be achieved only when freedom in inquiry and discussion prevail. Therefore, in accordance with the ideals of state and nation, and in order that the institutions under its jurisdiction might perform well the functions for which they are established, the Board and the Association affirm their unqualified acceptance of the principle of freedom in inquiry and expression.

7.2 Academic freedom has been defined and codified in a statement of principles that was prepared by representatives of the American Association of University Professors and the Association of American Colleges. Adopted by both organizations in 1941 and later endorsed by many other professional and learned societies, it is known as the "The 1940 Statement of Principles on Academic Freedom and Tenure." The Board and the University of Rhode Island unconditionally endorse the 1940 Statement, including the following pertinent passages:

"Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher* or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

"Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspects is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

"The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but research for pecuniary return

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*The word "teacher" as used in this document is understood to include the investigator who is attached to an academic institution without teaching duties.

should be based upon an understanding with the authorities of the institution.

"The teacher is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

"The college or university teacher is a citizen, a member of a learned profession, and an officer of an education institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesperson."

7.3 The university faculty member is a citizen, and like other citizens, should be free to engage in political activities so far as he/she is able to do so consistent with his/her obligations as a faculty member.

7.4 Many kinds of political activity (e.g., holding part-time office in a political party, seeking election to any office under circumstances that do not require extensive campaigning, or serving by appointment or election in a part-time political office) are consistent with effective service as a member of a faculty. Other kinds of political activity (e.g., intensive campaigning for elective office, serving in a state legislature, or serving a limited term in a full-time position), will often require that the faculty member seek a leave of absence from the university.

7.5 A leave of absence incident to political activity should, when practicable, come under the university's normal rules and regulations for leaves of absence without pay.

ARTICLE VIII
SELECTION OF DEANS

8.1 Whenever a vacancy occurs in one of the following positions: Dean of the Colleges, Dean of the Graduate School, Dean of the Graduate School of Oceanography, Dean of the Graduate Library School, Dean of the College of Continuing Education, Dean of the Summer Session, Dean of University Libraries, and Dean of University College, the President shall appoint an advisory committee to assist in filling the vacancy. The committee shall have five (5) members. Two (2) faculty members shall be selected by the Association and student members shall be appointed by the President when deemed appropriate by the committee. The committee membership may be enlarged by the President when wider representation of interest is desirable.

8.2 The advisory committee shall help assemble by various means a suitable list of candidates for the vacant office; shall screen the

candidates by reviewing their qualifications; shall make recommendations regarding the candidates to the President.

ARTICLE IX
DEPARTMENT CHAIRPERSONS

9.1 **Position of the Chairperson**. Department Chairpersons are essentially department administrators. They are responsible to the college Dean and then to the President for administering University policies and for providing administrative leadership to the department of which they are active members, and which they are appointed to lead.

The duties and responsibilities of department chairpersons are as follows: A department chairperson shall have administrative responsibility for the program of the department under the Dean of his/her college; provide leadership to department members in planning and developing policies and programs; evaluate the instructional, research and administrative processes of the department and make recommendations to the Dean; evaluate periodically the department members and report the evaluations as required; recommend appointments, reappointments, award of tenure, promotions and dismissals of department members; insure that adequate supervision, advice and training are provided to new department members and others who might profit therefrom; generally promote the welfare of the department and the University by every appropriate means; and carry out such other duties as are set forth elsewhere in the University Manual.

9.2 **Search Committee**. When it is determined that the position of chairperson of a department will become vacant, the Dean of the college shall appoint within thirty (30) days of such determination a Search Committee to be charged with the compilation of a list of recommended candidates for submission to the Dean and thence to the Vice-President for Academic Affairs and to the President.

This Committee shall consist of no fewer than five (5) and no more than seven (7) members of the full-time faculty, at least one (1) but not more than two (2) of whom shall be chosen from outside the department in question, but with interests closely allied to those of the department. The outgoing department chairperson shall not be a member of the Search Committee. An acting chairperson may be a member of the Search Committee if he is not a candidate for the position. In the case of departments with fewer than four (4) members, the Dean shall appoint the Committee, provided that the membership chosen from outside the department shall not exceed the total number of department representatives. The Committee shall choose its own chairperson.

9.3 **Screening and Interviews**. The Search Committee shall solicit names of possible candidates from the University faculty and elsewhere. Names of candidates from within the present faculty, as well as those from without, may be considered. The Search Committee shall adhere to the principles of Affirmative Action and will arrange for on-campus interviews of candidates in conjunction with the Dean of the college, who will arrange in advance through the Vice-President

for Academic Affairs for necessary travel reimbursement for the candidates. The number of candidates invited to visit the campus will be decided by the Search Committee and the Dean. Any candidate visiting the campus will meet with the faculty of the department and the Dean, and whenever possible with the Dean of the Graduate School, the Vice-President for Academic Affairs and the President of the University. The candidate shall also be given the opportunity to meet with graduate and undergraduate students of the department under such conditions as can conveniently be arranged.

9.4 **Choice of Candidate**. After the Search Committee has conducted appropriate interviews and completed its screening, it shall submit to the Dean the name(s) of acceptable candidates in order of preference, if any. The Dean will forward with recommendation(s) the name(s) of the candidate(s) to the Vice-President for Academic Affairs and the President. The President may appoint one of the candidates recommended by the Search Committee. If the President cannot accept any of the candidates suggested, he/she shall explain in writing to the Chairperson of the Search Committee the reason(s) for his/her decision, and will request the Committee to continue its search until a candidate acceptable to the Committee and the President is appointed.

9.5 **Duration of Appointment**. The initial appointment of a department chairperson shall be for a three-year period, and it may be renewed for terms of three (3) years each upon the recommendation of the Dean subject to conditions set forth under Section 9.6 below. A chairperson will normally serve no more than four (4) consecutive terms for a total service of twelve (12) years. Upon petition of two-thirds of the department faculty on full-time continuing appointment of the rank of instructor or above, and upon approval of such petition by the Dean of the college presented to the President no later than March 15 of the third year of the chairperson's fourth term of office, the President may appoint a chairperson for an additional three-year term. If the President declines to appoint the chairperson to a fifth term, he/she shall explain his/her reasons in writing to the Dean and to the department faculty by April 1, and shall request that a search for a new chairperson be instituted under the provisions of Section 9.2 of this Agreement. Any further reappointment beyond a five-term limit shall be the subject of special negotiations among the department faculty, the Dean of the college, the Vice-President for Academic Affairs, and the President.

If a department chairperson resigns before the end of any three-year term, an acting chairperson shall be appointed by the President upon the recommendation of the Dean of the college in consultation with the members of the department.

9.6 **Renewal of Appointment**. The President shall reappoint a chairperson upon the advice of the Dean of the college, who shall meet with and receive the vote of the full-time members of the department on a continuing appointment with the rank of instructor or above. This meeting and the vote of the faculty shall be held no later than February 15 of the third year of the chairperson's term. The meeting shall be convened by the Dean, and the chairperson shall not be in attendance. The Dean shall solicit from the full-time and continuing faculty written recommendations regarding the

retention of the chairperson. These recommendations, received from those faculty who may choose to submit them, shall be forwarded by the Dean together with the vote and his own written recommendation, to the Vice-President for Academic Affairs and thence to the President no later than March 15, and the chairperson and the department faculty shall be advised concurrently in writing of the Dean's recommendation. If the Dean's recommendation is positive and the President accepts it, the chairperson shall be notified of his/her reappointment no later than April 1. If the President does not accept the recommendation of the Dean or the department, he/she shall explain his/her reason(s) in writing to the Dean and the department.

9.7 **Annual Review of the Chairperson**. The chairperson shall be subject to all of the procedures to be followed for all faculty in matters of recommendation for his/her own promotion, retention, non-renewal, termination, or award of tenure as a faculty member as provided under Article XIV: The Annual Review. The Dean of the college shall prepare the Annual Review of the chairperson in the same manner as it is prepared by the chairperson for other faculty. All peer evaluations as required under Section 14.7 shall be submitted to the Dean. The chairperson's Annual Review shall remain with the Dean so long as the chairperson holds his/her position. The chairperson shall have the same access to his/her own Annual Review as provided for all other faculty. Once the chairperson resigns his/her position, either to return to the teaching faculty of his/her department, to leave the University, or to retire, a copy of his/her file of Annual Reviews shall be forwarded by the Dean to the department for filing or other disposal in the same manner practiced within the department for all other faculty.

9.8 Chairpersons shall be appointed at a salary and rank commensurate with their professional qualifications.

9.9 A chairperson shall be given a calendar year appointment when the responsibilities and duties of his/her office warrant it. This will be determined by the Dean of the college and the Vice-President for Academic Affairs.

9.10 A chairperson appointed on an academic year basis shall be eligible to recontract for the summer at no less than 4% and no more than 20% of his/her academic salary, the amount to be determined in consultation with the Dean and Vice-President for Academic Affairs upon approval of the President. The Vice-President shall notify the chairperson of the amount by June 1. If the chairperson is recontracted on this basis and chooses in addition to teach or to conduct other work for remuneration (e.g., outside grants) the combined amount shall not exceed 25% of the chairperson's academic salary.

9.11 **Summer Replacement for Chairpersons**. A chairperson on academic year contract who does not recontract for the summer when the requirements of the position make it necessary as determined by the Dean and the Vice-President for Academic Affairs, may designate with the concurrence of the Dean a senior ranking faculty

member within his/her department to act on his/her behalf during the summer term. Such faculty member shall be eligible to recontract for the summer at no less than 4% and no more than 20% of his/her academic salary, the amount to be determined in consultation with the Dean and Vice-President for Academic Affairs upon approval of the President.

9.12 **Relinquishment of Position for Other Duties**. If a chairperson accepts any administrative duty on a temporary or emergency basis (interim or acting Dean, Assistant or Associate Dean, interim or acting Vice-President, or any similar or related position) he/she shall be removed immediately from the bargaining unit, and he/ she shall at once relinquish his/her position as chairperson. Upon recommendation of the Dean and consultation with the department faculty, the President shall appoint an interim or acting chairperson to serve for the length of time that the chairperson occupies such administrative position for the balance of the academic year if the position is accepted before the academic year has begun. Upon completion of the emergency or temporary duties, the chairperson, at his/her own discretion, may return to his/her position as chairperson and will immediately be returned to the bargaining unit. If the chairperson undertakes temporary or emergency administrative duty before the beginning of the academic year, continues to serve into a second academic year after undertaking the duties during the course of an academic year, or chooses to remain in the administrative position, or chooses to return to the department as a faculty member, relinquishing the chairship, the position of chairperson shall be declared vacant and a new chairperson shall be chosen under the provisions of sections 9.2 through 9.4.

9.13 **Position After Retirement, Dismissal, or Resignation**. A chairperson may resign his/her position at any time within the specified appointment period without prejudice. While he/she will normally give notice of one (1) year, he/she may step down at any time, at which time an acting chairperson shall be appointed by the President as noted in Section 9.5, pending selection of a replacement through the Search Committee. A chairperson who has resigned his/her position, provided his/her rank is tenured and he/she is not retiring or resigning from the University, will be placed on an academic or calendar year appointment. If he/she held a calendar year appointment and he/she is placed on an academic appointment, his/her salary shall be adjusted in accordance with Section 10.13 Change of Calendar or Academic Year Appointment. Any additional remuneration because of the position of chairperson shall be relinquished.

9.14 **Leave Replacement**. In the event that a chairperson will be absent because of extended leave (sabbatical, leave without pay, and so on) for a period of one (1) semester or longer, a temporary replacement shall be appointed by the President under the conditions which obtain under Section 9.12 above.

9.15 All of the provisions of Article IX are subject to the grievance and arbitration procedures.

9.16 Nothing in this Article shall prevent a department from permitting students to be consulted in the selection process.

9.17 **Removal of Chairperson**. The following procedures shall apply in case it is determined that a chairperson should be removed from office prior to the expiration of his three-year appointment period.

9.17.1 If the department faculty determines that the chairperson is not properly fulfilling his/her responsibilities, the faculty may forward to the President a petition for removal of the chairperson signed by two-thirds of the full-time members of the department on a continuing appointment with the rank of instructor or above, excluding the chairperson, with reasons for such determination stated in writing. The President shall then hold a hearing on the matter with the parties involved, including representation from the Association. Upon conclusion of the hearing, the President shall render his/her decision in writing with reasons therefore within thirty (30) calendar days to the full membership of the department faculty and to the Dean.

9.17.2 If the President determines that the chairperson is not properly fulfilling his/her responsibilities, he/she may terminate the appointment of the chairperson, explaining his/her reasons in writing to the Dean of the college, to the chairperson, and to the department faculty. If requested by the chairperson, the President shall hold a hearing on the matter with the parties involved under the conditions which obtain in Section 9.17.1 above.

ARTICLE X
SELECTION AND APPOINTMENT OF FACULTY MEMBERS

10.1 All members of a department at the rank of instructor and above shall be informed of vacancies and new positions within their departments by the department chairperson.

10.2 Unless circumstances prohibit, a department meeting shall be held to determine the basic specifications of each position to be filled, including academic credentials and experience in teaching and research.

10.3 The chairperson will review all applications received with all those members of his/her department who have full-time regular and continuing University appointments and shall report to the Dean of the college candidates to be personally interviewed.

10.4 When candidates are brought to the campus, department members shall be informed and arrangements shall be made for the candidate to meet with as many department members as possible. The candidates' schedule of visits shall also include the Dean of the college involved and normally the Dean of the Graduate School. The Vice-President for Academic Affairs and the President of the University shall at their request be included in the interview.

10.5 The chairperson shall seek the opinions of all those members of his/her department who have full-time regular and continuing university appointments on their choice of candidates before his/her final recommendation for appointment is submitted to the

Dean of the college. The chairperson's recommendation shall include a report of the comments of those members of the department who were consulted.

10.6 The question of teaching effectiveness shall be one of the principal factors in deciding faculty appointments (except where research is to be the sole assignment). Those responsible for recommending the appointment of new faculty members shall make a reasonable effort to determine a candidate's teaching effectiveness.

10.7 Each candidate who is appointed shall be informed in writing by the department chairperson of the personnel policies of particular importance to new staff members and of his/her specific official duties.

10.8 If the appointment is approved by the Dean of the college, he/she shall recommend the appointment of the candidate to the Vice-President for Academic Affairs who, if he/she approves, makes a recommendation to the President. If the President approves, he/she shall appoint the faculty member.

10.9 When the majority of a department judges that the size of their department makes it difficult for all members to participate in the selection procedures, the department may form a selection committee to act in its behalf. Departmental selection committees shall be elected from members of the department and shall be representative of all academic ranks in the department. It shall assume the powers and duties of the department in the selection procedure. The department chairperson shall serve as chairperson of the selection committee.

10.10 Nothing in this Article shall prevent a department from permitting students to participate in the selection process.

10.11 New faculty shall receive an appointment form Personnel Memorandum (USP-2), stating all special conditions of employment. A copy of same shall be furnished to the Association within thirty (30) days after execution.

10.12 Faculty shall receive a copy of Personnel Action Form (CS-3) with every salary change.

10.13 <u>Change of Calendar or Academic Year Appointment</u>. Any faculty member on calendar year appointment who so requests may be permitted to revert to an academic year appointment upon approval of said request by his/her Dean. The academic year salary of any faculty member going to academic from calendar year appointment shall be no less than but not necessarily limited to his/her calendar year salary divided by 1.2.

Whenever it is desirable, after consultation among the faculty members, the department chairperson, the Dean and the Vice-President for Academic Affairs, to change a faculty member from an academic to a calendar year appointment, the adjusted salary shall be 1.2 times the academic year salary.

10.14 **Personnel Files**. As of the effective date of this Agreement, each Dean shall maintain a college personnel file for each member of the college faculty. Such file shall contain copies of all personnel transactions, all official correspondence with the faculty member, and all evaluation reports, except peer evaluations (submitted under Article XIV prior to July 1, 1979).

No anonymous material whatsoever shall be placed in a faculty member's college personnel file, or in any other University file.

Materials shown to be false or unsubstantiated shall be removed from all such files. In the event of any dispute as to the removal of such material from any file, the faculty member may submit a written rebuttal which shall become a part of that file.

10.14.1 **Right of Examination**. The faculty member shall have the right to examine and to reproduce at his/her own cost any document in any of his/her own personnel files at any time during normal business hours and to file a statement in response to any item placed in his file, provided, however, that any letters of recommendation solicited confidentially in connection with his/her initial appointment shall not be available to the faculty member.

A designated member of the Association, having written authorization from the faculty member concerned, and in the presence of a representative of the University, may examine any personnel files of that faculty member, except for the limitation provided in the preceding paragraph, if the examination relates to a filed grievance in preparation, or a written charge or charges preferred against the faculty member by the University.

ARTICLE XI
WORKLOAD

11.1 Functions and goals of departments and colleges differ throughout the University. Since the various subject areas have evolved from different academic and professional traditions, the precise manner in which each department contributes to teaching, research and public service cannot be specified uniformly on a University-wide, college-wide nor even on a department-wide basis. Furthermore, as is the case with other professionals, University faculty members can be most effective only if there is reasonable flexibility in determining the manner in which they shall carry out their responsibilities. Individual workload assignments shall take into account teaching, research, and University and public service.

ARTICLE XII
SALARIES

12.1 Salaries for full-time faculty will be in accordance with Appendix A and B of this Agreement.

ARTICLE XIII
FRINGE BENEFITS

13.1 The State will pay the entire cost of Blue Cross Plan 100 or the cost of equivalent benefits under the RIGHA Plan for all eligible employees, individual or family, whichever is chosen by the individual employee.

It is further agreed that the State will pay the entire cost of all eligible employees covered by this Agreement of the Major Medical Insurance benefits of the Hospital Service Corporation of Rhode Island (Blue Cross) and also of the Rhode Island Medical Society Physicians Service, in accordance with the rules and regulations of such corporations or the cost of equivalent benefits under the Rhode Island Group Health Plan. Major Medical Coverage will be to a maximum of $250,000.

13.1.1 This benefit shall apply to part-time faculty.

13.2 **Life Insurance**. All faculty members covered by this Agreement are subject to and have the benefits of the State Group Life Insurance Program.

13.2.1 This benefit shall apply to part-time faculty.

13.3 **Disability Insurance**. All faculty members covered by this Agreement are subject to and have the benefits of the State ERS or TIAA Group Insurance Policy whichever applies, in accordance with rules and regulations of such systems.

13.4 **Retirement Program**. Full-time members of the faculty who are exempt from the merit system of the State of Rhode Island shall be required to participate in the Teachers Insurance and Annuity Association (TIAA) retirement program after two (2) years of service and attainment of age thirty (30) as a condition of employment and as provided by law. Faculty members who are members of the Rhode Island Employee Retirement System at the time of employment shall be excepted. Participation is permitted, on a voluntary basis, on completion of two (2) years of employment for eligible employees under thirty (30) years of age.

13.4.1 Part-time faculty shall participate.

13.5 **Tuition**. General fees or course charges for all full-time faculty members may be waived when they undertake a regular study program at the University. Spouses and children of full-time faculty who are not full-time students may be registered, with the approval of the Registrar, for no more than three (3) courses up to and including eleven (11) credits in any one semester for undergraduate work and no more than two courses up to and including eight (8) credits in any one semester for graduate work.

Spouses and children of full-time faculty, enrolled full-time or part-time in the University, degree or non-degree candidates, shall pay all regular University fees except the General Fee. Children eligible are those who are unmarried and under age 21

at the time of original registration and who remain continuously registered.

13.6 The State will pay the cost of Blue Cross $2.00 deductible family prescription plan for all bargaining unit members as soon after ratification as possible.

13.7 Effective July 1, 1981 the Board will provide individual Delta Dental Level I coverage for bargaining unit members. Effective January 1, 1982 the Board will provide Delta Dental Level II family coverage.

13.8 Effective January 1, 1982 the Board will provide an individual vision/optical care program for bargaining unit members.

ARTICLE XIV
THE ANNUAL REVIEW

14.1 **Purpose**. Each faculty member is entitled to know in writing what is expected of him/her, and to be informed as to how he/she is performing his/her professional duties. It shall be the purpose of the Annual Review to provide this information on a cumulative basis. To achieve this purpose, the Annual Review shall consist of a process of department evaluation of its faculty and a written report submitted by the department chairperson to the Dean.

14.2 **Use**. The information accumulated in the Annual Review shall provide the basis upon which each faculty member is recommended by the department chairperson for retention in rank, promotion, or award of tenure. The information may also be a basis for termination or non-renewal.

14.3 **Eligible Faculty**. All faculty on continuing appointment shall be subject to and eligible to participate in the Annual Review.

14.4 **Frequency**. The following shall be the normal frequency for the conduct of the Annual Review.

a) All eligible non-tenured faculty of whatever rank shall be reviewed annually until such time as tenure is awarded, except that faculty in their first year of appointment may be reviewed at the option of the department chairperson.

b) Tenured faculty holding the rank of assistant or associate professor shall be reviewed every other year. No review need be conducted following the year of promotion to assistant or associate rank, but a review shall always be conducted whenever a recommendation for promotion is involved.

c) Tenured full professors shall be reviewed every four years. No review need be conducted following the year of promotion to full professor.

Upon request to the department chairperson by an individual faculty member, or upon the initiative of the department chairperson, any faculty member shall be accorded a review during any year, whether or not such review falls within the department

schedule. Reviews for tenured faculty may be postponed under unusual circumstances such as illness or leave without pay as determined by the Dean." A review shall always be conducted whenever a recommendation for promotion is involved, regardless of scheduled review sequence.

Period Covered. The Annual Review shall cover the faculty member's performance during the period since the previous Annual Review. Annual Reviews which involve promotion and/or decisions concerning award of tenure shall cover the faculty member's entire professional career, with special attention to the period since initial appointment and/or previous promotion.

Dossier. In order to provide a full record of accomplishments throughout his/her professional career and in order to assist in the Review process, each faculty member shall prepare two copies of a dossier containing vital statistics and tabulating all professional accomplishments, including a list of courses taught at the University of Rhode Island within the preceding three years. This dossier may be supplemented by such other materials as the faculty member deems appropriate. The first copy and all supplemental material shall be kept on permanent file by the department chairperson, who shall make it available for full consideration by all faculty participating in the Review as provided under Section 14.7 below. The second copy shall be forwarded to the Dean under Section 14.8 as part of the chairperson's written evaluation. Once prepared, the dossier shall be revised annually by the addition of whatever new material is pertinent to the year or years under review.

Tabulation of Accomplishments. The tabulation of accomplishments may include but shall not necessarily be limited to, applicable items among the following:

a) Contributions to the instructional program of the department, including student advising, thesis supervision, and such evidence as the faculty member may wish to present to demonstrate excellence in teaching, and as to library faculty, excellence in librarianship and/or teaching.

b) Journal articles and books published or accepted for publication and papers presented at professional meetings.

c) Research activities and accomplishments, including funded and non-funded research.

d) Creative artistic achievements.

e) Services to the University.

f) Offices held in and services rendered to professional societies; special services such as journal editor or consultant to professional periodicals and organizations; memberships in professional and honor societies.

g) Compensated and uncompensated professional services for the community and clinical practice.

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h) All academic degrees received, professional certifications, experience, and training.

14.7 **Process of Department Peer Evaluation**. Before preparing his/her written evaluations and as early as feasible after the start of the fall semester the department chairperson shall consult with the department faculty by such procedure for peer evaluation as the faculty shall devise through annual department discussion and vote. Methods shall be at the discretion of the department, so long as each faculty member is given the right, without prejudice to any party involved, to abstain from participation in the entire procedure or to abstain from such portion of the procedure as affects an individual faculty member. No process of peer evaluation adopted by a Department shall include provision for anonymous polling or balloting. During the consultation process the chairperson shall inform the faculty that no recommendation for promotion will be submitted to the Dean without an Annual Review of the individual concerned. Once the department procedure is established, and no later than October 1, the chairperson shall provide to the department faculty, to the College Dean, and to the Dean of the College of Continuing Education, as appropriate, the names of those scheduled for review and the names of those who have requested a review.

No method of department peer evaluation may deny any faculty member the right to submit a written evaluation of any or all faculty which shall be included in the material forwarded to the Dean with the chairperson's written evaluation.

14.8 **The Chairperson's Evaluation**. The department chairperson shall prepare in triplicate a written evaluation of each eligible faculty member scheduled for or requesting an annual review. One copy shall be forwarded to the Dean of the college by December 1. The second copy shall be given to the faculty member at least five (5) working days prior to submission to the Dean. The third copy shall be retained by the chairperson in a permanent department file.

14.8.1 **Content**. The chairperson's written evaluation shall include:

a) A statement of the duties and responsibilities of the individual faculty member for the period covered by the Review, including all teaching assignments.

b) An assessment of the quality and quantity of the faculty member's professional work in the execution of those duties and responsibilities, including an evaluation of the faculty member's teaching and an assessment of the material submitted by the faculty member under 14.6.1(a) above.

c) A statement of the future duties and responsibilities reviewed with and expected of the faculty member.

d) A copy of the vital statistics and tabulation of accomplishments prepared by the faculty member under Section 14.6 above as part of the dossier.

e) Such other supporting material as the chairperson may wish

to select from the individual dossier or to solicit from the faculty member.

f) Specific recommendations for retention in rank, termination or non-renewal, promotion or award of tenure, either early or mandatory, for all faculty except tenured full professors. For cases involving mandatory tenure decisions, the recommendations shall be submitted in proper time to meet the requirements of Section 18.5 of this Agreement. When, through promotion, if granted, the faculty member becomes eligible for tenure because of the higher rank, tenure and promotion shall be considered simultaneously.

14.8.2 **Inclusion of Department Evaluation**. In writing his/her evaluations, the department shall give full consideration to all opinions and evaluations obtained by consultation with the department faculty. At the time he/she submits his/her evaluations to the Dean he/she shall append a detailed description of the department's consultation process and such peer evaluations as may be utilized under Section 14.7 above.

14.9 **Right of Response**. The faculty member shall submit to the Dean such written comments as he/she may wish to make in response to the chairperson's written evaluation at the same time this evaluation is submitted to the Dean, and he/she shall provide a copy to the chairperson. Lack of response shall not be construed as agreement by the faculty member with the chairperson's evaluation.

14.10 **Distribution and Access**. Distribution of the chairperson's written evaluation shall be limited under the provisions of Section 14.8. Access to the evaluation shall be limited to the faculty member, the chairperson, the Dean, the Vice-President for Academic Affairs and the President. All material pertinent to the Annual Review, including such information, opinions, and evaluations as may be provided under Section 14.7, shall be made available to all parties concerned, except that peer evaluations prepared prior to July 1, 1979 shall be made available only in cases of a grievance at any level under Article XXIII, Grievance Procedure.

14.11 **Evaluation Involving the College of Continuing Education**. The Dean of the College of Continuing Education may submit to the appropriate department chairperson by November 15, a written evaluation of all those faculty who teach in the College of Continuing Education, either as faculty budgeted and assigned full-time to the College of Continuing Education, as faculty teaching in CCE beyond normal departmental load assigned on the Kingston campus, or as faculty budgeted and assigned full-time to the Kingston campus but teaching in CCE as a part of their normal teaching load. Such written evaluation shall be limited to those faculty currently under review within the CCE under Section 14.7 above. The chairperson shall give full consideration to the evaluation of the Dean of the College of Continuing Education when preparing his/her own written evaluation.

14.12 **Student Evaluation of Teaching**. Student evaluation of teaching (SET) instrument shall be administered as recommended by the

Joint AAUP-Regents Committee on Student Evaluation of Teaching and approved by the Association and the University.

14.13 Procedures in Colleges and Divisions Without Chairpersons. In the case of a college or division within the University in which no formal departmental structure exists, the Vice-President for Academic Affairs shall appoint a committee of no fewer than three (3) tenured faculty from within the college or division who will fulfill the responsibility of department chairperson specified in Section 14.8 unless the faculty of that college elects to assign those duties to the Dean of that college. In such cases the Dean shall make every effort to comply with annual review timetables of the department chair.

ARTICLE XV
PROMOTION PROCESS

15.1 The provisions of Article XIV, the Annual Review, provide the basis for promotion. Any denial of promotion at any level by any individual or group beyond the department must involve reasons stated in writing.

15.2 A faculty member may be promoted at any time under the prescribed procedures. The department chairperson shall be responsible for initiating proposals to the Dean for promoting the members of his/her department under the provisions of Section 14.8.1(f) of Article XIV, the Annual Review.

15.2.1 After receiving the chairperson's recommendation(s) on December 1, the Dean shall meet as soon as possible with the department chairperson to discuss the status of each faculty member recommended for promotion. Following the conference with the chairperson, but no later than February 15, the Dean shall convey his/her decision in writing to each individual under consideration, with a copy to the department chairperson. If the Dean denies a recommendation for promotion submitted by the chairperson, the Dean shall state his/her reasons for such denial in his/her written communication.

15.2.2 If the department chairperson and the Dean agree that an individual should be promoted, the decision shall be sent to the Vice-President for Academic Affairs for transmittal to the President no later than February 15. If the President agrees with the department chairperson and the Dean, he/she shall take appropriate steps to promote the individual and to notify all parties concerned no later than April 15, and to make public such promotions at that time. If the promotion brings with it the award of tenure because of the higher rank, the President shall notify all parties concerned of his/her recommendation for promotion, but he/she shall also stipulate that the promotion cannot be final until approval of the tenure by the Board of Governors as specified under Article XIX Tenure Process. Names of those for whom tenure is thus a factor shall not be included on the publicized list, but shall appear on a supplemental list after approval of tenure by the Board.

15.2.3 If the President disagrees with the decision of the department chairperson and the Dean, he/she shall notify all parties concerned of his/her decision in writing with reasons no later than April 15.

15.2.4 If the Dean believes that a faculty member who does not receive recommendation from the chairperson should nonetheless be promoted, the Dean shall make his/her recommendation to the chairperson at the time of the meeting called under Section 15.2.1. If the Dean receives no recommendations for promotion from a department chairperson, but believes that a promotion or promotions within that department are in order, the Dean shall request the chairperson to meet with him/her to discuss the matter. If the chairperson does not agree that any promotion is in order, the Dean himself/herself may initiate the recommendation.

15.2.5 If the Dean himself/herself initiates a recommendation for promotion, he/she shall inform the individual involved in writing, with a copy to the department chairperson, and shall also inform the chairperson at the same time, in writing, of the reasons for his/her decision. Once the Dean has initiated a recommendation for promotion, the recommendation shall proceed as all other recommendations as provided in Section 15.2.2 and Section 15.2.3.

15.2.6 The faculty member, at any time in the promotion process, may ask that his/her name be removed from consideration.

15.3 If the department chairperson and the Dean disagree as to the promotion of a faculty member, or if the recommendation for promotion is supported only by the Dean or by the department chairperson, then the President's decision in regard to promotion shall not be grievable beyond the President's level so long as the decision is based upon the President's professional judgment.

15.4 If the President disagrees with the decision of the department chairperson and the Dean to promote (Section 15.2.3), or if the President disagrees with a recommendation initiated by the Dean under Section 15.2.4, the faculty member, regardless of time in rank, may file a written grievance of the President's decision at the President's or Commissioner's level within the established grievance procedures.

15.5 Faculty promoted between **July 1, 1987** and **June 30, 1988** shall receive the following annual salary increases effective the date of their promotion:

	Academic	**Calendar**
Assistant Professor	$ 350	$ 420
Associate Professor	700	840
Professor	1400	1680

15.6 Faculty promoted between **July 1, 1988** and **June 30, 1989** shall receive the following annual salary increases effective the date of their promotion:

	Academic	**Calendar**
Assistant Professor	$ 375	$ 450
Associate Professor	750	900
Professor	1500	1800

15.7 Faculty promoted between July 1, 1989 and June 30, 1990 shall receive the following annual salary increases effective the date of their promotion:

	Academic	Calendar
Assistant Professor	$ 400	$ 480
Associate Professor	800	960
Professor	1600	1920

ARTICLE XVI

NON-RENEWAL

16.1 **Notice of Non-Renewal**. Notice of Non-Renewal, or of intention not to recommend renewal of faculty members in the ranks of assistant professor, associate professor, and professor who have not yet acquired tenure shall be given in writing by the Dean, Vice-President for Academic Affairs, or the President, in accordance with the following standards: 1) not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or if a one-year appointment terminated during an academic year, as least three (3) months in advance of its termination; 2) not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; 3) at least one academic year before the expiration of an appointment after two or more years of service. Reasons for non-reappointment shall be given in writing upon the faculty member's request by the person making the decision.

16.2 **Promotion of Instructors**. Contracts shall be given an instructor for a maximum period of four (4) years. At the end of each contract year, the instructor shall be eligible for reappointment in rank, contract termination or promotion. If the instructor is not to be reappointed, he/she must be informed at least three (3) months in advance of termination except that at the end of the third year, if it is known that the instructor will not or cannot be promoted at the end of the fourth year, the instructor must be informed of this fact before he/she receives his/her fourth year appointment. Any instructor who remains through the fourth year with the assurance of reappointment at the end of that year, must also be assured of promotion to an assistant professorship effective at the beginning of the fifth year. Nothing in this paragraph shall be construed to mean that an instructor cannot be promoted before the end of four (4) years. Upon recommendation of the department, the President may, under special conditions, extend the appointment for a maximum of one (1) year.

ARTICLE XVII
STATEMENT OF PRINCIPLES OF TENURE

17.1 **Statement of Principles of Tenure**. The purpose of any system of tenure is two-fold: 1) to protect the individual; 2) to protect the institution. The University during a stated number of years has the opportunity to observe and evaluate the capabilities and services of a faculty member. Each time a contract comes up for renewal, the administration is charged with the responsibility

of judging all the qualifications of every faculty member. This should be an affirmative and not a passive judgment. Upon this judgment must be based a decision not to reappoint those who have failed to adapt themselves to the standards of this institution, or to promote those who have achieved beyond the normal expectations or who have performed satisfactorily over a period of years. No system of tenure will work unless the administration acts with firmness in not renewing contracts of those who are not adapted by training, experience, or temperament to the institution. It goes without saying that lack of success here does not necessarily imply lack of success elsewhere. In most instances, persons whose contracts are not to be re-renewed should be aided by the administration in obtaining another position.

After a faculty member has served his/her apprenticeship for a specified number of years and has been found worthy of retention on the faculty, he/she should be granted tenure and be given the assurance of continuous appointment which cannot be terminated except for cause after the individual has been accorded the rights of due process if he/she elects to seek them as hereinafter provided.

17.2 **Dismissal Under Tenure**. A member of the teaching, research, or extension faculty who has been granted tenure may not be dismissed except as provided in the following statement on tenure formulated by a joint conference of committees for the Association of American Colleges and the American Association of University Professors.

> Termination for cause of a continuous appointment, or the dismissal for cause of a teacher previous to the expiration of a term appointment should, if possible, be considered by both a faculty committee and the governing board of the institution (or its designee). In all cases where the facts are in dispute, the accused teacher should be informed in writing of the charges against him/her and should have the opportunity to be heard in his/her own defense by all bodies that pass judgment on his/her case. He/she should be permitted to have an advisor of his/her own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence, the testimony should include that of teachers and other scholars, either from his/her own or from other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution.

The University of Rhode Island accepts the above statement as its basic policy governing dismissal under tenure, with the following modifications: All provisions of the paragraph shall apply to members of the extension and research faculties who have been granted tenure as well as to teachers on tenure.

ARTICLE XVIII
ELIGIBILITY FOR TENURE

18.1 Instructors shall not be eligible for tenure.

18.1.1 Continuing part-time faculty of the rank of assistant professor, associate professor shall be eligible for tenure, provided the time requirements are equivalent to full-time service.

18.2 Assistant Professors shall be eligible for tenure when they have accumulated five (5) years of full-time service, credited as follows: years of service in the rank of instructor at the University of Rhode Island; years of service in the rank of assistant professor (or its equivalent) at the University of Rhode Island; years of service at another accredited four-year academic institution in the rank of assistant professor or above, to a maximum of three (3) years of credit. The amount of credit to be allowed toward tenure for service at other institutions shall be indicated in the initial contract. Tenure may be awarded to become effective beginning with the sixth, seventh, or eighth year. An individual must be considered when he/she first becomes eligible and each year thereafter. A tenure decision relating to the eighth year shall be a mandatory tenure decision (see Section 18.5). Tenure will be granted prior to the mandatory year only in unusual circumstances.

18.3 Associate Professors who have completed a minimum of two (2) years of full-time service at this institution shall be eligible for tenure. Tenure may be awarded to become effective beginning with the third, fourth or fifth year. A tenure decision relating to the fifth year shall be a mandatory tenure decision (see Section 18.5). Tenure will be granted prior to the mandatory year only in unusual circumstances.

18.4 Professors shall be eligible for tenure beginning with the first year of full-time service. Tenure may be awarded to become effective beginning with the first, second, third or fourth year. A tenure decision relating to the fourth year shall be a mandatory tenure decision (see Section 18.5). For initial appointments with tenure, the department chairperson shall consult with all tenured members of the appointing department and report on the recommendations to the college Dean for his/her consideration prior to offering the appointment to the individual. Tenure will be granted prior to the mandatory year only in unusual circumstances.

18.5 **Mandatory Tenure Decisions**. Whenever a faculty member, in accordance with Sections 18.2, 18.3, 18.4 preceding, has accumulated sufficient years of service that a mandatory tenure decision is required, one of the following decisions must be made: 1) award tenure to the faculty member; 2) terminate the affiliation of the faculty member with the University. For cases in which mandatory decisions are necessary, the recommendation relating to tenure to become effective July 1 shall be submitted to the Dean by December 1 of the previous calendar year (i.e., 19 months in advance of the effective date). If in the instance of a mandatory tenure decision it is determined that a faculty member will be denied tenure, he/she shall be notified in writing with reasons stated for denial by the President of the University at least twelve (12) months in advance of the date he/she is required to terminate his/her affiliation with the University.

18.6 **Credit Toward Tenure**. A full academic year of service (dating from the beginning of the academic year) shall accrue credit of one (1) year toward tenure. Service begun after the start of the academic year will not accrue credit toward tenure. Time

spent on leaves of absence, sabbatical leaves, or education leaves shall not accrue credit toward tenure.

18.7 Should a person who has held the position of Research Associate at this University be employed by the University at some later time in the rank of instructor or above on a full-time basis, he/she shall be credited with one (1) year toward tenure for each two (2) years of prior employment under such title, to a maximum of two (2) years of credit.

ARTICLE XIX
TENURE PROCESS

19.1 The Process for Granting Tenure. The department chairperson shall be responsible for initiating formal proposals for granting tenure to members of his/her department. He/she shall prepare a report annually according to procedures described in Section 14.8 of Article XIV, the Annual Review.

19.2 After receiving the written report, the Dean shall meet with the department chairperson to discuss each proposal. After the meeting, the Dean, by April 15, shall state in writing to the department chairperson his/her decision concerning each proposal. It shall be the responsibility of the department chairpersons to transmit to the faculty member by April 20 a copy of the Dean's decision. In the event that tenure is denied and if the faculty member requests, he/she shall be given the reasons for the denial in writing.

19.3 If the department chairperson and the Dean agree that an individual should be granted tenure, their decision will be sent to the Vice-President for Academic Affairs for transmittal to the President no later than April 25.

If the President agrees with the decision of the department chairperson and the Dean, he/she shall take the appropriate steps to present the case to the Board for final granting of tenure.

If the President disagrees with the decision of the Dean and the department chairperson, he/she shall promptly inform the faculty member in writing, of his/her actions together with reasons therefor. The faculty member may file a written grievance within ten (10) days in accordance with Section 23.2(a) of the grievance procedure.

19.4 For cases for which mandatory tenure decisions are required, if disagreements between the department chairperson and the Dean cannot be reconciled, the faculty member, who will be informed by April 25 in writing by the department chairperson, may file a written grievance within ten (10) days in accordance with Section 23.2(a) of the grievance procedure.

19.5 An individual eligible for tenure has the right to initiate a grievance at the step that tenure has been denied. If tenure is denied by the Board, the individual may proceed to arbitration in accordance with Section 23.3.

Where, through promotion, if granted, the faculty member becomes eligible for tenure because of a higher rank, tenure and promotion shall be considered at the same time.

The faculty member may at any time in the tenure process ask that his/her name be removed from consideration.

ARTICLE XX
LEAVES

Sabbatical Leaves

A. **Policy**. The primary purpose of a sabbatical leave is to provide a faculty member an uninterrupted period of experience for scholarly enrichment. It is intended to enhance the contribution of such a member to the total activities of the University and should be regarded as a privilege and not an automatic benefit.

B. **Eligibility**. A member of the faculty shall be eligible for sabbatical leave if he/she has served full-time at the University for at least six (6) years and has the rank of assistant professor or above with tenure at the time of leave. In exceptional circumstances sabbatical leave may be granted even though the faculty member has not served for the full six-year period. Part-time faculty shall be eligible for sabbatical when they have served the equivalent of six years and are at the rank of assistant professor or above.

   As soon as decisions are made, the Administration shall furnish the Association with a list of those receiving sabbatical leave, those denied sabbatical leave, and those for whom replacement positions have been provided.

C. **Pay**. Sabbatical leave shall be granted for graduate study, post-doctoral study, research, or other professional improvement for a period of one (1) year at half pay or for one-half year at full pay.

D. **Conditions**.

   1. Sabbatical leave shall be granted with the understanding that the recipient shall, upon the conclusion of the leave, return to his/her duties at the University for at least one (1) year. Faculty who fail to return shall be required to reimburse the University for the salary and the cost of all fringe benefits he/she received during the period of the leave. At the close of the period of leave, the faculty member shall file with his/her Dean a report of his/her professional activities during his/her absence.

   2. Upon completion of the contractual year during which the sabbatical leave is taken, the faculty member shall begin again to accumulate leave service credit, becoming eligible for an additional sabbatical leave upon accumu-

lation of an additional minimum full six-year period of service credit.

3. If a faculty member shall serve more than six (6) years before his/her first sabbatical leave or between sabbatical leaves, the additional years beyond six (6) shall not be credited toward the service-credit requirement for the next or any subsequent sabbatical leave.

4. However, a faculty member whose approved sabbatical leave has been deferred or postponed because of replacement or other operational difficulties, shall begin to accumulate service-credit for his/her next sabbatical leave as of the scheduled start of the deferred or postponed leave but not including the time, if any, eventually spent on the deferred or postponed leave.

5. If the University service of a faculty member is interrupted by leave for military duty, one (1) year of such leave may be credited once to the sabbatical leave service-credit minimum requirement of six (6) years. However, regardless of the number of years of service to his/her credit, a faculty member on leave for military duty must return to his/her duties at the University for at least one (1) year before he/she is eligible for sabbatical leave.

6. If a faculty member shall transfer to the University from another institution in the state college system, he/she shall be credited, if it is earned, with at least three (3) years toward the sabbatical leave service-credit minimum requirement of six (6) years. Additional service-credit toward sabbatical leave shall be a matter of negotiation at the time of transfer.

7. While on sabbatical leave, a faculty member shall be permitted to receive travel expenses, fellowships, grants-in-aid or other financial assistance from sources other than the University provided he/she is not required to perform duties detrimental to the objectives for which his/her leave period has been granted. However, if he/she accepts employment for pay during the leave period, his/her University compensation will normally be reduced by the amount necessary to bring his/her total compensation for that period to a level comparable with his/her normal professional income.

8. Nothing in this section on sabbatical leave shall be construed to mean or imply that two (2) consecutive periods of sabbatical leave after twelve (12) or more years of continuous service are permitted.

9. A sabbatical leave will ordinarily not be scheduled to begin later than four (4) years prior to the employee's scheduled retirement date. The total number of replacement positions for persons on sabbatical leave shall not exceed 5% of the total full-time faculty.

10. If applications for leave exceed the number that can feasibly be granted without jeopardizing course offerings or other work of a department, selections for approval shall be based on the number of years of service since granting of the last sabbatical leave.

E. **Procedures**.

1. A faculty member who desires a sabbatical leave, a leave for graduate study, or a leave without pay, shall apply in writing to his department chairperson who shall forward the application to the Dean of the college not later than September 15 before the academic year for which the leave is requested. The chairperson shall provide the Dean with his/her evaluation of and recommendations concerning the request. The chairperson shall also include with each application a plan for carrying on the faculty member's work during the period of absence including whether or not a replacement (full-time or part-time) will be needed, plus estimated cost. The decision, included on the application and agreed to by the Dean as to whether or not a replacement is required, is final at the time of submission to the Dean.

2. After receiving the chairperson's recommendation(s) on September 15, the Dean shall, no later than November 1, convey his/her decision in writing to each individual under consideration, with a copy to the department chairperson. If the Dean denies a recommendation for sabbatical leave submitted by a chairperson, whether or not a replacement is requested, the Dean shall state his/her reasons for such denial in his/her written communication.

3. a) If the department chairperson and the Dean agree that an individual should receive a sabbatical leave and no replacement is necessary, the application shall be transmitted to the President for his/her approval. If the President does not approve the application, he/she shall notify the Dean and the faculty member in writing with his/her reasons by December 1.

b) If the Dean disagrees with the chairperson, the application shall be forwarded to the President, who shall review and evaluate the application. If he/she does not approve the application, he/she shall notify the Dean and the faculty member in writing with his/her reasons by December 1.

c) If the President approves the application and it does not need replacement, the leave shall be granted and the Dean and faculty member notified no later than December 1. If a replacement is needed, the application shall be ranked under Section (e) below.

d) If the chairperson and Dean agree that the individual should receive a sabbatical leave but that a replacement is necessary, the application shall be forwarded to the President no later than November 1.

e) All approved applications which require replacements under Sections (c) and (d) above shall be ranked by the President from highest to lowest in light of published criteria. This rank shall not be grievable so long as the total number of replacement positions equals 5% of the total full-time faculty.

20.2 **Leave for Graduate Study**. A member of the faculty who has served full-time for at least three (3) years may be granted a leave of absence to pursue graduate study. This leave shall be granted for a period of one year at one-quarter pay with the understanding that the recipient shall, upon the termination of the leave, return to his/her duties at the University for a period of at least one (1) year. Application for leave shall be made in accordance with the time schedule prescribed for sabbatical leave in Section 20.1.E above. Shortly after his/her return to duty, the faculty member shall file with his/her Dean a report of his/her professional activities during his/her absence. Only non-tenured faculty may apply for this leave.

20.2.1 Part-time faculty shall be eligible provided they meet the equivalent of the above time requirements.

20.3 **Sick Leave**. In the event of accident or sickness which renders any faculty member temporarily incapable of performing his/her duties, sick leave shall be granted by the University as follows:

When a faculty member is appointed, he/she will be included in the non-classified accrued leave system. Existing faculty shall carry forward any unused sick leave accumulated as beginning balances. Accrued rate for faculty will be at the rate of fifteen (15) working days per year to a maximum of one hundred twenty (120) working days.

If after the entire sick leave allowance for a faculty member has been used, he/she is still unable to resume his/her duties, he/she shall apply for a leave, with or without pay, or resign, and the decision shall rest with the President and the Board of Governors or its designee.

20.3.1 Part-time faculty shall accrue sick leave on a pro-rata basis.

20.4 **Return to Duty After Leave**. Normally, a member of the faculty shall return to at least the same rank and salary he/she had at the University at the time his/her leave began.

20.5 **Maternity Leave**. In the event of pregnancy, leaves of absence shall be granted to faculty with six (6) months or more of service.

The faculty member may be allowed to utilize accrued sick leave for child bearing.

After all accrued sick leave and vacation leave have been exhausted, said faculty may be granted, upon request, a leave of absence without pay for a period of six (6) months.

20.5.1 Part-time faculty shall be eligible for maternity benefits.

20.6 **Leave Without Pay**. Leave of absence without pay shall be granted by the President to a member of the faculty for good cause. A leave normally shall not be granted for a period of more than one (1) academic year. In exceptional circumstances, however, leave without pay for a period longer than one (1) year may be granted.

20.7 **Annual Vacation**. The annual vacation for a member of the faculty on the calendar year (twelve months) basis shall total twenty-two (22) working days. Working days shall refer to five (5) days per week, Monday through Friday, exclusive of scheduled holidays.

Vacation time shall be allowed to accumulate to a maximum of forty-four (44) working days. Faculty who transfer from calendar to academic year will take the initiative to discharge all accrued vacation prior to the date of transfer. The faculty member shall receive notification of transfer one year prior to the effective date.

Vacation schedules shall be agreed to by the faculty member, chair, and the dean or director. Payments for accrued vacation will be made only if there has been no opportunity to discharge such vacation.

There shall be no vacation granted for less than six (6) months of service but thereafter vacation for service during part of a year shall be prorated.

20.7.1 Part-time calendar-year faculty shall accumulate annual vacation on a pro-rata basis.

20.8 **Termination**. When the service of a calendar year member of the faculty is terminated by resignation, retirement or death, if such member shall not have used actual vacation time equal to the vacation credits outstanding on his/her account he/she, or his/her estate, shall be entitled to receive full pay for each day of vacation leave to his/her credit as of the date of termination with the following exception: If a member of the faculty requests release from his/her contract before the end of the fiscal year, he/she shall forfeit all vacation credits for that year and any credits previously accumulated in excess of twenty-two (22).

20.9 **Military Leave**. Every member of the faculty covered by this Agreement who has left or shall leave his/her position by reason of entering the armed forces of the United States (whether through membership in the Reserve of the United States Military or Naval Forces or in the National Guard, or by reason of enlistment, induction, commission or otherwise) and who has been employed for 180 or more calendar days within the twelve (12)

months next preceding such entrance into the armed forces is entitled to and shall be granted military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces.

Such leave of absence shall be deemed to have expired six (6) months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Reenlistment or other continued service in the armed forces resulting from a choice by the faculty member shall serve to cancel such leave.

At the conclusion of such military leave of absence, the faculty member shall be returned to his/her position subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such returns may be made.

20.10 **Military Training Leave**. Faculty members covered by this Agreement who by reason of membership in the United States Military, Naval or Air Reserve or the National Guard, are required by the appropriate authorities to participate in training activities or in active duty as a part of the Federal military force, shall be granted military training leave with pay not to exceed fifteen (15) days in any one calendar year. Should the faculty member be required to participate in such training activities for a period greater than fifteen (15) days, he/she shall be granted leave without pay for this purpose. During the period of military training leave with pay, the faculty member shall accrue sick leave credits.

20.11 **Personal Leave**. Calendar year Library faculty shall be entitled, with prior approval of the appropriate Dean, to two (2) personal days per calendar year to attend to personal or professional matters which cannot be attended to outside of the normal seven hour work day. The taking of this personal time shall not interfere in any way with the faculty member's performance of his/her duties and responsibilities at the University. Personal days shall not accumulate from year to year and shall accrue at the rate of one personal day every six (6) months. A faculty member shall submit his/her request for a personal day to the Dean with at least five working days notice.

ARTICLE XXI
OUTSIDE CONSULTATION

21.1 The faculty member's primary professional responsibility is to perform fully all of his/her University duties and assignments; therefore the University expects that no faculty member will engage in any outside consultation or consulting activities which may prevent him/her from fulfilling that obligation.

21.2 **Outside Consultation**. Outside professional activities for financial gain such as writing, consultation, research and artistic activities are desirable when not pursued to the extent that they conflict with the discharge of professional respon-

sibilities and duties required by this Agreement. Faculty members may engage in professionally relevant outside consulting provided: 1) That the faculty member advises the department chairperson in writing in advance of the consulting; 2) that the Dean or the Vice-President for Academic Affairs may require the faculty member to cease such outside consulting if it conflicts with the normal duties of the faculty member; 3) that any and all use of the University's personnel facilities, services, or equipment in conjunction with a faculty member's outside consulting be approved by the University in writing in advance of such use; and 4) that arrangements for the use of University personnel, facilities, services, or equipment shall provide for reimbursement of costs and overhead to the University at such sums as determined by the Dean in consultation with the chairperson unless specifically authorized by the Vice-President for Academic Affairs; 5) the funds reimbursed to the University shall be administered by the Vice President for Academic Affairs and are available to be used for faculty professional development.

ARTICLE XXII
RETRENCHMENT

22.1 Retrenchment as the result of financial or program curtailment shall be applied in the following manner:

a) Termination of employment of incumbents of positions which are subject to retrenchment shall be made from among incumbents holding the same or similar position in the unit, department, or program, as appropriate.

b) Prior to retrenchment notice, the President of the University or his/her designee shall notify the Association of his/her intention to effect retrenchment. If the Association requests, the President or his/her designee shall meet with representatives of the Association to discuss retrenchment.

c) Under normal circumstances, and consistent with the educational mission of the department or program affected, termination shall first take place as follows:

1. Among continuing faculty in inverse order of full-time equivalent service.

2. Among temporary faculty before continuing faculty and in inverse order of length and service.

d) The President will notify the persons affected as soon as practicable recognizing that, where circumstances permit, it is desirable to provide at least one (1) semester's notice for temporary faculty and one (1) year's notice for continuing faculty.

e) Persons removed as a result of retrenchment shall be advised of the opportunity for reemployment in the same or a similar position at the University for a period of two (2) years,

and must accept such offer within fifteen (15) days after such offer, such acceptance to take effect not later than the beginning of the semester immediately following the date such offer was made. The University shall make every reasonable effort to place an incumbent so separated within the University, provided that a suitable position for which the person is otherwise qualified is available for such appointment.

f) The original appointment shall mean the date of first appointment to University service, followed by continuous and uninterrupted service within the University up to the time of reduction and abolishment of positions. Authorized leave of absence shall not be deemed an interruption of service with the University. In the event an incumbent believes such date has been incorrectly determined, he/she shall so advise the University, and indicate the date he/she believes to be correct.

ARTICLE XXIII
GRIEVANCE PROCEDURE

23.1 For the purpose of this Agreement, the term "grievance" means any difference or dispute with respect to the interpretation, application, or violation of any of the provisions of this Agreement, that shall be presented in writing.

23.2 There shall be a grievance procedure as follows:

a) A written grievance shall be presented at the level on which the grievance occurs (Dean, President or Commissioner) by the aggrieved faculty member and/or by the Association within ten (10) week days (Monday through Friday), exclusive of Saturdays, Sundays, holidays and days when classes are cancelled due to emergency conditions, after the faculty member knew or should have known of the occurrence of such grievance. A copy of all grievances filed will be furnished by the University to the Association at the time of filing.

b) In cases where the grievance originates with the Dean, an aggrieved and his/her Association representative(s) shall meet with the Dean within twenty (20) calendar days after filing the grievance. The Dean shall attempt to settle the grievance and render a written decision within five (5) calendar days after the close of the meeting. Absent a waiver under Section 23.3(i), the grievance shall proceed automatically to the next level.

c) If the grievance is not resolved through (b) or if the grievance originates with the President, the aggrieved shall submit the grievance in writing within ten (10) calendar days to the President. The President or his/her designee shall meet within fifteen (15) calendar days of the receipt of the grievance with the aggrieved and a representative of the Association. Within five days of the conclusion of the hearing, the grievant or the Association may present to the President a written statement or summary of the grievance

arguments as part of the grievance record. A decision including reasons shall be rendered in writing by the President within fifteen (15) calendar days of the completion of the hearing, or of receipt of such written statement.

d) If the grievance is not resolved in (c) or if the grievance originates with the Commissioner, the aggrieved shall submit the grievance in writing to the Commissioner of Higher Education or his/her designee within ten (10) calendar days following completion of (c). Within fifteen (15) calendar days of the receipt of the grievance, the Commissioner of Higher Education or his/her designee shall hold an informal hearing with the aggrieved and a representative of the Association. The Commissioner or his/her designee shall communicate his/her decision, including reasons, in writing within fifteen (15) calendar days of the completion of the hearing.

e) Each grievance in writing shall contain a statement of the facts giving rise to the grievance and the relief requested.

f) It is also agreed that in all cases of dismissal the aggrieved and/or the Association committee may go immediately to Section 23.2(c) of the grievance procedure. It is further agreed that either party to this Agreement may submit a grievance to each other and proceed immediately to 23.3(c) above.

g) Any grievance not resolved in levels (a) through (c) shall automatically proceed to the next level.

h) The periods set forth above are essential to the grievance procedure. Any grievance not filed within said limits shall be dismissed.

i) Time limits may be waived by agreement in writing by the parties, including the aggrieved or the Administration.

j) The aggrieved and/or the Association may withdraw the grievance at any time during the process.

k) Either party to this Agreement shall be permitted to call witnesses as part of the grievance procedure. The President on request will produce payroll and other records as necessary. The Association representative shall have the right to assist the aggrieved at any step of the grievance procedure.

23.3 **Arbitration**. All submissions to arbitration must be made within four (4) weeks after the grievance procedure decision under Section 23.2(d) above.

If a grievance is not settled under Section 23.2, such grievance shall, at the request of the Association or the Board, be referred to the American Arbitration Association in accordance with its rules then obtaining.

The decision of the arbitrator shall be final and binding upon

the parties. The expense of such arbitration shall be borne equally by the parties.

Only grievances arising out of the provisions of this Contract relating to the application, interpretation or violation thereof, may be submitted to arbitration.

23.4 The Burden of Proof under the Grievance-Arbitration Process.

In any case of non-renewal, the burden of proof of the denial of due process, legal rights, academic freedom, arbitrary or capricious action shall be on the grievant, which proof shall be by a preponderance of evidence.

In any case of dismissal under tenure, the burden of proof shall be on the University, which proof shall be by clear and convincing evidence.

In any case dealing with promotion and award of tenure, the burden of proof shall be on the grievant, which proof shall be by a preponderance of evidence. The factors to be considered will be those enumerated in the Article titled Annual Review, Section 14.6.1 insofar as they apply.

ARTICLE XXIV
DUES DEDUCTION

24.1 The State Controller shall deduct union dues or service charge each pay period from the wages of those members who have authorized the state to do so in writing. The State Controller shall forward promptly to the Treasurer of the Association a check representing the amounts so deducted. The union dues or the service charge will be specified by the URI/AAUP.

The Board or its designee shall forward to the URI/AAUP Treasurer notice of new employees hired hereafter within the bargaining unit.

In accordance with Title 36-11-2 of the General Laws of Rhode Island Discrimination because of Membership in Employee Organization Prohibited, membership in any employee organization may be determined by each individual employee; provided, however, that all non-members shall pay to the employee organization a service charge as a contribution toward the administration of any Collective Bargaining Agreement in an amount equal to the regular monthly dues. Supervisory employees shall not endorse any particular employee organization or, by reason of membership in any such organization, show prejudice or discriminate toward any individual employee.

ARTICLE XXV
ALTERATION OF AGREEMENT

25.1 It is hereby agreed that any alteration of Agreement or modification of this Agreement shall be binding upon the parties hereto only if agreed to in writing by both parties.

25.2 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE XXVI
NO STRIKES OR LOCKOUTS

26.1 The Association and its members will not cause, call or sanction any strike, work stoppage, or slowdown, nor will the Board lock-out its faculty members during the term of this Agreement.

26.2 It is agreed that all provisions of this Agreement are binding in each of the faculty members covered by this Contract.

ARTICLE XXVII
SAVINGS CLAUSE

27.1 Should any provision of this Agreement, or any application thereof, be unlawful by virtue of any federal or state law, such provision of this Agreement shall be null and void, but in all other respects, the provisions of this Agreement shall continue in full force and effect for the life thereof.

ARTICLE XXVIII
TERMINATION OF AGREEMENT

28.1 This Agreement shall be effective as of the 1st day of July, 1987 and shall remain in full force and effect until the 30th day of June, 1990.

It shall be automatically renewed from year to year thereafter commencing the 1st day of July, 19__, unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until a new Agreement is executed.

28.2 In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

28.3 In witness thereof, the parties hereto set their hands this 29th day of March, 1988.

For the Board of Governors:

Chair, Board of Governors for Higher Education

Commissioner of Higher Education

President of the University

Director of Labor Relations

For the American Association of University Professors:

President, URI/AAUP

Chair, URI/AAUP Negotiating Team

APPENDIX A
Salaries 1987-77, 1988-89 and 1989-90

A.1 For the **1987-88, 1988-89** and the **1989-90** contract years, it is hereby agreed that the members of the collective bargaining unit as of June 30, 1987, June 30, 1988 and June 30, 1989 respectively shall receive a general salary increase of **5.0%** across-the-board at the beginning of each contract year.

A.2 For the **1987-88** and the **1988-89** contract years, it is hereby agreed that **2.75%** of the salary base shall be distributed as market/performance salary adjustments in accordance with PLAN A, as agreed upon by the parties, to members of the collective bargaining unit employed as of June 30, 1987 and June 30, 1988. For the **1989-90** contract year, it is hereby agreed that **1.5%** of the salary base shall be distributed as market/performance adjustments in accordance with PLAN A, as agreed upon by the parties, to members of the collective bargaining unit employed as of June 30, 1989.

A.3 For the **1987-88, 1988-89** and **1989-90** contract years, it is hereby agreed that **1%, 1.25%** and **1%** respectively, of the salary base in each year shall be available for performance related increases as follows:

1) Awards may be made at any two levels: department, and/or college (through the dean).

2) The level at which the award first originates shall set an award of no less than $500 for an academic year faculty member and $600 for a calendar year faculty member. That amount may be supplemented at the next level to a cumulative total of no more than $2250 for academic year faculty and $2700 for calendar year faculty. Thus overall minimums and maximums for merit awards shall be $500-$2250 and $600-$2700.

3) Increases awarded in each year will be retroactive to July 1 of that year and will accrue to the faculty member's base salary.

4) Performance evaluations (based upon previously published, university-wide criteria) for merit increases shall take place during the fall semester. The period covered by the evaluation shall be the previous three years.

5) The criteria for the performance evaluation shall be the effort and accomplishments of the faculty member in the areas of teaching, scholarship, and service. The three areas will be considered singly or in combination to evaluate performance.

6) Fifty percent (50%) of the available funds shall be allocated to departments in proportion to the number of faculty members in each department. By means of a university-wide procedure, adopted by agreement of a joint committee of representatives of the AAUP and the University, departments shall make awards for performance-related increases from this fund for all department faculty members including the department chair. The chair shall submit the departments' awards to the dean on forms provided by the Vice President for Academic Affairs. Said award may not be reduced at level 7.

7) Thirty-five percent (35%) of the available funds shall be allocated to the nine academic deans in proportion to the salary base of each college. Using the university-wide criteria developed under (6) above, the dean will review departmental awards, making additional awards where faculty members have been disadvantaged by the proportional allocation of money to departments or where he/she believes that merit warrants such an award. The dean may add an increment to an award already made or may advance a new recipient.

8) Fifteen percent (15%) of the available merit pool in each year shall be used for Exceptional Salary Increases to retain particularly valuable faculty members using the following procedure:

   a) The recommendation for an ESI may be initiated by the department chairperson after consultation with the entire department faculty.

   b) If the recommendation has the approval of the department faculty and chairperson, the chairperson shall forward the recommendation to the Dean.

   c) The Dean, if he/she approves or initiates a recommendation, shall forward it to the Council of Deans, which shall make appropriate recommendations to the President. If the Dean disapproves, he/she shall state his/her reasons in writing to the chairperson and to the faculty member. The Vice President for Academic Affairs may, at his/her discretion, also initiate a recommendation.

9) Once the increases become effective, the University will provide the AAUP with a list of faculty members who were awarded increases.

10) The decision of the Dean shall be final in the case of merit award. The decision of the President shall be final in the case of an ESI award.

APPENDIX B

1987-90 CONTRACT

Personnel may be employed at salaries at or above, but not below the minimum, as stated below:

	Minima Academic Year	Minima Calendar Year
Instructor	17,504	21,005
Assistant Professor	21,569	25,883
Associate Professor	28,133	33,760
Professor	33,134	39,761

	Maxima Academic Year	Maxima Calendar Year
Instructor	23,530	28,236
Assistant Professor	34,928	41,913
Associate Professor	45,043	54,052
Professor	57,147	68,576

The exception to the maxima shall be as follows:

The highest paid full professors, equal in numbers to 3% of all full professors, shall be exempt from maxima.

LETTER OF AGREEMENT
MINIMA/MAXIMA (1)

The AAUP takes the position that the salary minima and maxima set forth above were not continued in the 1987-90 agreement and that there are no salary minima or maxima in effect during the term of this agreement.

The Board of Governors takes the position that these salary minima and maxima were continued in the 1987-90 agreement and are in effect.

Both parties agree that the salary levels in the Plan A salary increase distribution plan are points of reference for the distribution of the annual salary increases, and that such levels do not constitute contract salary minima or maxima.

In light of their differences over this issue, the parties agree that the presence in or absence from the contract of the salary minima and maxima set forth in Appendix B and the letter of agreement (2) allowing faculty to exceed said maxima shall not constitute a precedent or admission by either party, or be used to prejudice either party, in the event that their dispute over the issue of salary minima and maxima becomes subject of a grievance.

William G. DeMagistris
Board of Governors

Richard W. Kahl
URI/AAUP

3/29/88
Date

LETTER OF AGREEMENT
MINIMA/MAXIMA (2)

1987-90 CONTRACT

The Board and the AAUP agree that notwithstanding the salary maxima listed by rank no faculty member shall have his or her salary limited to the maximum when any of the contract's salary provisions would otherwise bring a faculty member's salary above the appropriate listed maximum.

William G. DeMaggistris
For the Board of Governors

For the URI/AAUP

3/29/88
Date

APPENDIX D
CHAIRPERSON'S SUPPLEMENT

his section is to be read as part of Article IX, Section 9.8 and 9.13. upplements will be paid from a minimum of $900 up to a maximum of 2,900 for responsibilities which are unique to the position of a hairperson. The amount of the supplement will be based upon the ollowing considerations:

1. Number of faculty and staff
2. Course offerings
3. Total department complexity and activity
4. Graduate programs
5. Physical facilities

he amount to be paid to a faculty member undertaking the responsibili- ies of chairperson shall be a matter of agreement between the faculty ember and the administration.

supplement shall not be part of a chairperson's base salary and must e relinquished when he/she vacates the chairperson's position.

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APPENDIX E
SUMMER SESSION - 1988, 1989 AND 1990

ASSIGNMENTS

A. Departments of interest shall have initial authority to appoint continuing URI faculty for staffing all summer session credit offerings. For compelling reasons, the Dean of the College of Continuing Education may reject an initial appointment and require the department to appoint a substitute.

B. In accordance with departmentally devised procedures or practice, bargaining unit faculty shall have preference to teach offerings consistent with their discipline. In the event of cancellation of a course offering, bargaining unit faculty shall have the right to teach any other suitable departmentally offered course which was not specifically assigned.

COMPENSATION

Compensation per three credit course with 10 students or more shall be calculated at the rate of 8% of the average salary of each rank of the academic year preceding the summer session. Calculation of the rates by rank shall be done thirty (30) days in advance of the beginning of summer session.

Classes of 9 students shall be paid at 90% of the 10 student rate.
Classes of 8 students shall be paid at 80% of the 10 student rate.
Classes of 7 students shall be paid at 70% of the 10 student rate.
Classes of 6 students shall run at the option of the dean.

APPENDIX F
LIMITED FULL-TIME FACULTY

1. **DEFINITION.** Faculty who hold full-time appointments which exceed or are expected to exceed one year in duration and are supported by non-general revenue funds. The initial appointment form shall indicate this status under "Remarks."

2. Limited full-time faculty shall be covered by all provisions of the Agreement with the following exceptions:

   a) They shall not be eligible for tenure.

   b) They shall not participate in tenure decisions for continuing tenure track faculty.

   c) All fringe benefits costs (health, group insurance, retirement contributions) shall be paid by non-general revenue sources.

   d) The cost of sabbatical, medical and educational leaves (including replacement costs) shall be paid by non-general revenue sources.

   e) Limited full-time faculty shall not be counted in determining the number of FTE continuing faculty eligible for sabbatical leaves.

   f) Retrenchment of limited full-time faculty supported by institutional grants shall be in order as determined by the Dean in consultation with the chairperson or director who shall consider the faculty members' expertise, continuing grant requirements and seniority.

   g) Retrenchment shall be grievable according to the provisions of Article XXIII provided the burden of proof, which shall be clear and convincing, is on the individual to show that the decision was arbitrarily reached after consideration of expertise, continuing grant requirements and seniority. Additionally, this is in lieu of Article XXII.

   h) Limited full-time faculty may participate in all department and/or college matters as approved by the respective departments and/or colleges providing their participation does not impact on any matters under the jurisdiction of the Faculty Senate.

   i) A limited full-time faculty member shall be given at least a thirty (30) day notice and a statement of reasons if terminated during the period of the limited appointment.

APPENDIX G
COLLEGE OF CONTINUING EDUCATION

This article applies to overload teaching assignments in CCE for the 1987-88, 1988-89 and 1989-90 years.

ASSIGNMENTS

A. Departments of interest shall have initial authority to appoint continuing URI faculty for staffing all CCE credit offerings. For compelling reasons the Dean of CCE may reject an initial appointment and require the department to appoint a substitute.

B. In accordance with departmentally devised procedures or practice, bargaining unit faculty shall have preference to teach offerings consistent with their discipline. In the event of cancellation of a course offering, bargaining unit faculty shall have the right to teach any other suitable departmentally offered course which was not specifically assigned.

COMPENSATION

A. Compensation shall be at the rate of **$2,324** per three-credit course in 1987-88, **$2,498** in 1988-89 and **$2,686** in 1989-90

MEMORANDUM OF AGREEMENT
RE: 1987-90 CONTRACT

joint committee consisting of two (2) people appointed by the resident and two (2) people appointed by the URI/AAUP shall study oncerns regarding the funding of the Summer Session Program with mphasis on the level and method of determining faculty compensation, lass size and the competitiveness of the program. The committee shall resent its findings and recommendations to the University and the AAUP y May 1, 1988 and if agreeable to both parties appropriate alterations o the contract provisions concerning the Summer Session may be made.

William G. DeMeglio
oard of Governors

Richard W. Bell
URI/AAUP

3/29/88
Date

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LETTER OF INTERPRETATION
RE: PLAN A - 1987-1990 CONTRACT

1. The University shall provide to the Association, no later than May 1 of each year, a calculation of the Plan A structure base and a calculation of the amount allotted to the merit pool for the following year.

2. The Plan A structure base will be calculated as follows:

   a) Continuing faculty will be placed in appropriate pay levels. Those advanced will be moved to the new pay level. Those reaching the following anniversary dates, upon satisfactory performance review, as recommended by the department and approved by the dean, will be moved to the appropriate level. The president, whose decision is final, shall review the departmental and college recommendations for advancement in level.

      Assistant I - Beginning up to 3 years.
      Assistant II - Beginning of 4th year to promotion to Associate Professor
      Associate I - First year as Associate to 4 years
      Associate II - Beginning of 5th year to promotion to Full Professor
      Full I - First year to 6th year
      Full II - Beginning of 7th year to 12th year
      Full III - Beginning of 13th year as Full Professor

   b) 5% shall be added to each faculty member's salary.
   c) Promotional bonuses shall be added if appropriate.
   d) Merit increases shall be factored out.
   e) A base number shall be calculated so that the total adjustment equals 2.75% of the 1987/88 salary base for 1988/89 and 1.5% of the 1988/89 salary base for 1989/90.
   f) Plan A adjustments shall be made.
   g) Any merit adjustments shall be added back in.

William J. DeNagistris
For the Board of Governors

For the URI/AAUP

3/29/88
Date

MEMORANDUM OF AGREEMENT
RE: GRIEVANCE SETTLEMENTS

During the term of the 1987-1990 Collective Bargaining Agreement any grievances which are withdrawn by the AAUP or are settled by the parties shall not constitute or be used as precedents.

William G. DeMagistris
Board of Governors

Richard Wheeler
URI/AAUP

3/21/88
Date

LETTER OF AGREEMENT

CONCERNING HOLIDAY SCHEDULING FOR

FULL-TIME CALENDAR YEAR FACULTY

1987-90 CONTRACT

The parties hereby agree that when any official state holiday falls on the scheduled day off of a full-time calendar year faculty member, he/she shall be credited for that day in accordance with the policy applicable to other non-classified employees of the Board. This time shall be discharged no later than two (2) pay periods following the holiday, provided the taking of such time shall be coordinated with the Department head so as not to disrupt schedules.

William G. DeMagistris
For the Board of Governors

Richard W. Field
For the URI/AAUP

3/21/88
Date

MEMORANDUM OF UNDERSTANDING

The parties interpret the phrase "and/or teaching" in Section 14.6.1(a) as it relates to librarianship to mean credit earning instruction which is assigned as part of library faculty workload.

William D. DeMaggio
For the Board of Governors

Richard W. Field
For the URI/AAUP

3/29/88
Date

MEMORANDUM OF AGREEMENT

The parties hereby agree that for the term of this agreement, July 1, 1987 to June 30, 1990, tuition waiver as described in Article XIII for all full-time faculty members shall also be made available for courses at the Community College of Rhode Island and Rhode Island College. For eligible spouses and children described in Article XIII tuition waiver at the Community College of Rhode Island and Rhode Island College applies when they pursue courses for credits at the baccalaureate level in a regular study program.

For the Board of Governors

For the URI/AAUP

3/29/88

Date

LETTER OF AGREEMENT

REGARDING THE INTERPRETATION OF SECTION 14.6.1

The parties hereby agree that the reference to "librarianship" in Section 14.6.1(a) shall not at any time be construed to relieve library faculty of their responsibility to perform in other areas enumerated in 14.6.1, including sections (b) and (c).

For the Board of Governors

For the URI/AAUP

3/29/88
Date

LETTER OF AGREEMENT

TUITION WAIVER

1987-90 CONTRACT

The parties hereby agree that if a student, who is otherwise eligible for tuition waiver under Section 13.5, withdraws while in good academic and disciplinary standing at the University and is readmitted within one (1) year to the University, then he/she shall continue to be eligible for tuition waiver as provided for in Section 13.5, so long as he/she remains continuously registered thereafter and is otherwise eligible.

For the Board of Governors

For the URI/AAUP

3/29/88

Date